

**Board of County Commissioners**  
INTER-OFFICE MEMORANDUM

Attachment # 1  
Page 1 of 5

DATE:	Saturday, October 09, 2004
TO:	Parwez Alam, County Administrator
FROM:	Lillian Bennett, Human Resources Director <i>LBB</i>
	Through Kim Dressel, Management Services Director <i>KD</i>
	Through Pat Curtis, MIS Director <i>PC</i>
SUBJECT:	Retention Increase Request

This retention increase request is respectfully submitted in accordance with the *Leon County Personnel Policies and Procedures Manual*, Section 5.07.2.

Rao Manepalli, Position 1500-17 – Oracle Applications Development Analyst on the Justice Information Systems Team (JIS) within MIS, has received a job offer from BearingPoint as a Senior Consultant in their Public Services practice in Tallahassee for an annual salary of \$78,000.00 and other benefits such as annual leave, contributions for health insurance, and shares in the company. This offer was confirmed by Pat Curtis who called Tara Sink of BearingPoint on 10/7/04 at (972) 373-7393 and with the attached offer letter from BearingPoint. This job is comparable to Rao's current position with Leon County, providing Oracle development services for the County's Justice Information System. Note that BearingPoint is contracted with the State Supreme Court to develop a statewide justice information system in the Oracle environment.

This retention increase request is made because of Rao's critical role of supporting the Leon County Justice Information System (Board responsibility under Article V) that provides the criminal case management for the Clerk's Office, Court Administration, the State Attorney's Office, and the Public Defender's Office; provides Jail Management modules for the Sheriff's Office and its Pawnshop web browser based system for local access and new expansion for regional access; and provides Pre-Trial's case management solution. It is requested to provide an increase to his current salary of \$54,490.80 of 15%, thereby raising it to \$62,663.50. This requested increase will not place Rao above the maximum for his Pay Grade 88 (\$76,784.08).

Rao has been with the County since 11/06/2000 and is one of the original developers of the Leon County JIS system (the conversion of CJIS from a mainframe environment into an Oracle web browser based environment). Prior to coming to Leon County he was an Oracle consultant making over \$75,000 per year. He came to us to eliminate excessive travel burdens and secure health insurance benefits for his family and retirement benefits for himself. Rao's performance has always exceeded expectations and he has never had any disciplinary actions brought against him. His specific evaluation ratings are:

2001 - 2.22  
2002 - 2.43  
2003 - 2.46  
2004 - pending in November, but rating is expected to be as high or higher than previous ratings.

A total of \$3,398.80 in training costs have been incurred on Rao's behalf for the past 24 months. Those costs were for advanced Oracle training:

\$2,500.00	1/11/04 – 1/17/04	Oracle 9i Build J2EE Applications
\$ 898.90		Travel Expenses for the off-site class

The costs associated with replacing Rao are estimated at \$33,884. That is broken down as:

\$ 2,884	A replacement with strong Oracle expertise would come in at 25% of the minimum amount of the PG 88 at \$57,374, which is a \$2,884 increase from Rao's current salary of \$54,490.80.
\$ 13,000	Training costs in Oracle and the JIS system operating system environment
<u>\$ 18,000</u>	Consulting services for about 3 months until the position is hired.
\$ 33,884	Costs associated with replacing Rao

Other intangible costs of replacing Rao will be the inability to properly support and respond to the various users of the JIS system until the replacement has been trained. It will take at least one year for any replacement to learn and become proficient with the business processes of criminal case management for the Clerk's Office, the State Attorney's Office, and the Public Defender's Office and Jail management for the Sheriff's Office. There will also be a six month learning curve for the database and systems responsibilities.

The JIS Team is a staff of five – the Coordinator and 4 developers with 3 being Oracle support. This Team has just suffered a loss of one of the Oracle developers through termination last month. The two remaining Oracle developers are covering for this vacancy until filled. The loss of Rao will leave one knowledgeable Oracle developer who will be overwhelmed to cover two vacancies and then train the two replacements on the business processes and the system, which is a learning curve of 12 – 18 months for this complicated system, while maintaining his own workload. Placing such an overwhelming burden on one person may cause errors and slippage on timelines and may even cause that person to leave, too.

In addition, the Team is working currently with the Florida Supreme Court to develop the OSCA report for the Clerk's Office and Court Administration. Loss of Rao at this critical point in time will certainly jeopardize that project as well as the ongoing support of JIS. Having two Oracle developer vacancies will impact the team's ability to support the JIS and responsiveness to the various users will be diminished to the point that the Judges, the Constitutional Officers, and the State Supreme Court (who receives the statistical information) will become frustrated and probably complain to the Board.

The salary relationships of other relevant staff members of the JIS Team as compared to this proposed salary increase for Rao are:

Staff Member	Title	Pay Grade	Training Expenses for the Past 24 Months	Current Salary	Comparison to the Proposed Salary for Rao at \$62,663.50
Hermon Davis	IT Coordinator - JIS	58	\$ 2,861.95	\$ 60,030.46	\$ 2,633.04
Bang Dinh	Oracle Application Development Analyst	88	\$ 665.89	\$ 55,560.96	(\$ 7,102.54)

There will be a salary inequity with this proposal for the Coordinator, who is the supervisor of the position, and the other Oracle developer.

Note that the JIS is an in-house solution. Successful support of in-house solutions is dependent on consistent, stable, expert internal staff. A vendor-provided solution can withstand the loss of internal staff because the vendor can provide support to augment internal staffing issues. If there is continued loss of staff expertise on the JIS Team, there are no other resources to adequately enable MIS to provide the support for JIS. Therefore, it is critical to maintain the existing expert staff on the JIS team.

In light of the salary inequity, the market pressure with BearingPoint looking for experienced Oracle developers in the justice arena, and the current vacancy on the team, it is suggested to increase the Coordinator's and the other Oracle developer's salaries by 15%. This will insure stability for a critical resource to maintain the Board's Article V responsibility for the JIS system. The cost of this proposal would be \$25,512.33 as shown in the table below:

Staff Member	Title	Pay Grade	Current Salary	15% Increase	Cost of the Increase
Hermion Davis	IT Coordinator - JIS	58	\$ 60,030.46	\$ 69,035.03	\$ 9,004.57
Bang Dinh	Oracle Application Development Analyst	88	\$ 55,560.96	\$ 63,895.10	\$ 8,334.14
Rao Manapelli	Oracle Application Development Analyst	88	\$ 54,490.80	\$ 62,663.50	\$ 8,173.62
Total Cost of Increases					\$ 25,512.33

Again, this retention increase request is respectfully submitted in accordance with the *Leon County Personnel Policies and Procedures Manual*, Section 5.07.2.

*Approval for Retention Increase for  
Rao Manapelli only.*

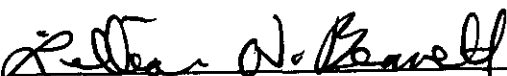
Encl: Offer Letter

Approval:

  
Kim Dressel, Management Services Director

Date: 10/11/04

Approval:

  
Lillian Bennett, Human Resources Director

Date: 11/1/04

Approval:

  
Parwez Alam, County Administrator

Date: 10/14/04



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[www.bearingpoint.com](http://www.bearingpoint.com)

September 22, 2004

**PRIVATE & CONFIDENTIAL**

Rao Manepalli  
5642 Emma Lane  
Tallahassee, FL 32317

*Employment Offer Letter and Terms and Conditions of Employment  
Full-Time, Salaried Employment*

Dear Rao:

On behalf of BearingPoint, Inc., I am pleased to offer you the position of Senior Consultant in our Public Services practice located in the Tallahassee office effective October 18, 2004. Your annualized salary will be \$78,000.00, paid semi-monthly. You will be eligible for future compensation adjustments subject to the guidelines of the company's performance management programs.

In addition, you will be provided an initial grant of 250 options to purchase shares of BearingPoint, Inc. common stock under the BearingPoint, Inc. Long Term Incentive Plan. The price of these options will be set based on fair market value at the close of market on your first day of employment. Within thirty days following your first day of employment, you will receive a Stock Option Agreement that details the various aspects of your initial grant and other option issues, and requires your signature of acceptance and understanding.

You will be entitled to 25 annual personal days, accrued monthly based on hours worked, to use for vacation, illness, or other personal absences. These personal days are in addition to 8 company-designated holidays. As a full-time employee, you will also be eligible to participate in our Personal Benefits Program.

Any controversy or claim arising out of, or relating to your employment with BearingPoint, Inc., or the termination of such employment (including any claim of discrimination), based on Federal or state law, shall be settled by binding arbitration to be held in Fairfax County, Virginia, USA, in accordance with the American Arbitration Association's Rules for the Resolution of Employment Disputes. Solely and expressly excluded from the arbitration process shall be claims by BearingPoint, Inc. for injunctive relief for use or unauthorized disclosure of proprietary/confidential information, unfair competition or other claim of breach by you of the terms of your employment with BearingPoint, Inc..

There are a number of important items we wish to cover in this letter. Please read the following and call us with any questions you may have.

- Contributory benefits (medical, dental, supplemental life insurance, spouse life insurance, long-term disability and business pleasure accident insurance), as well as Non-contributory core life insurance of 1x salary to a max of \$50,000, are effective the first day of the calendar month following the hire date, unless someone is hired on the first day of the month, in which case they will be effective immediately. All other Non-contributory benefits (business travel accident insurance, short-term disability and personal days) are effective upon the hire date.
- Please read this Offer of Employment and the accompanying Employment Agreement and Policy Documents carefully. Signing each of these documents is a condition of employment. As noted therein 1

employment with BearingPoint, Inc. is not for a specific term and may be terminated by you or by the company at any time, for any or no reason, with or without cause.

- In compliance with the Immigration Reform and Control Act, federal law requires employers to verify work authorization upon hire. Shortly before your start date you will receive information that describes these requirements and the documents you need to bring on your first day.
- In compliance with the Fair Credit Reporting Act, employment with BearingPoint, Inc. is contingent upon satisfactory completion of the company's employment screening process. This may include a public source background inquiry and receipt of satisfactory information regarding your employment history. During the interview process, you signed a Disclosure and Authorization for Release of Information form authorizing BearingPoint, Inc. to compile a background report. If BearingPoint, Inc. finds that you have made any misrepresentation or is dissatisfied with the results of any review of your background, BearingPoint, Inc. may withdraw any offer of employment or terminate your employment without obligation on the part of BearingPoint, Inc. except payment to you for any services rendered.

The items in this letter and the items referred to hereinabove, represent BearingPoint, Inc.'s entire offer of employment to you. Any contrary representations that may have been made to you at any time are superseded by this offer. By signing below, you accept this offer of employment in accordance with the terms and conditions of employment specified in this letter. The laws of the Commonwealth of Virginia shall govern this Agreement. This offer of employment will remain in effect through September 30, 2004.

The parties have expressly agreed between themselves to use electronic signatures as a procedural mechanism to execute agreements between themselves. Both parties agree that electronic signatures properly verified by reference to their public key shall be recognized as valid. For the avoidance of doubt, it is agreed between the parties that the information and contract shall not be denied legal effect, validity or enforceability solely on the grounds that electronic signatures have been used.

Rao, we are excited about having you join us. To inform us of your decision, please complete the online acceptance process and electronically sign your employment documents.

Should you have any questions, contact Tara Sink, your recruiting representative, at 972-373-7393.

Very truly yours,

*Karl Rummel*

Karl Rummel  
Managing Director

*Rao Manepalli*

Rao Manepalli (Signed: 9/27/2004 10:05:18 PM EST (GMT-04:00))  
Signature Information